

AUESF
8.4.1-2
09/08/1994

SPECIAL USE PERMIT

The Federal Highway Administration (hereinafter the Permittor) hereby grants permission to POTLATCH CORPORATION (hereinafter the Permittee) of P.O. Box 1016, Lewiston, Idaho 83501, to use, subject to the conditions set out below, the Permittor's following described lands:

Township 45 North, Range 5 East:

Section 15: Part of Lot 4

Section 16: Part of Lot 1

All Boise Meridian, Shoshone County, State of Idaho, as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

This use permit is issued for the purposes of installing, operating, and maintaining a heavy petroleum recovery system and accessing the project area for administrative purposes over and across lands which are owned by the United States and administered by the Federal Highway Administration.

1. This permit is subject to all valid rights existing on this date.
2. This permit will terminate at the COMPLETION of the heavy petroleum recovery project or at the Permittor's request, which ever is earlier. Permittor may revoke this permit if the permittee fails to comply with any written corrective measures (other than public safety as specified in item 10) within 30 days of the such written notice by the Permittor.

At the termination of this permit, all rights granted hereby shall cease without notice or affirmative action on the part of the Federal Highway Administration, and exclusive use and possession of said roads shall immediately rest in the Federal Highway Administration.

3. At the completion of the project, Permittee shall reslope the project to its original contour and grass seed the area within one year.
4. Permittee shall take all reasonable efforts to prevent forest fires and will not allow disposal of material by burning in open fires during the closed fire season established by law without a written permit from the proper fire protection agency.

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5. In the exercise of the use permitted hereby, Permittee shall comply with all Federal, State and local laws (statutes, ordinances, rules, regulations, etc.), including, but not limited to, all laws pertaining to environmental protection and safety. Permittee shall indemnify, hold harmless, and defend the Federal Highway Administration from and against all liability, claims, damages, losses, and expenses (including attorneys' fees) on account of Permittee's failure to comply with any applicable law.
6. Permittee agrees that it will indemnify, hold harmless, and defend from and against all liability, claims, damages, losses, and expenses (including attorneys' fees) on account of injury to or death of any person or damage to or destruction of any property, including environmental restoration and damage, arising out of the use of the permitted premises or the activities of the Permittee thereon.
7. Permittee shall, at its own expense and at all times, procure and keep in force comprehensive general liability insurance protecting Permittee and the Federal Highway Administration from claims for damages in limits of not less than \$500,000 for any one person and \$500,000 for property damage, and \$1,000,000 aggregate combined single limit.
8. Granting of this "Special Use Permit" will not alter or affect the Permitter's use of its lands subject to this agreement.
9. Permitter may, at its discretion, proscribe safety measures, including stopping work, as it sees fit for the protection of people, property, and the natural environment.
10. In the performance of the Permittee's work under this agreement, the Permittee is acting alone and with the legal status of an independent contractor. Neither the Permittee nor anyone used or employed by the Permittee shall be considered an agent, employee, servant, or representative of the Permitter. The Permittee's status under this agreement does not limit the Permitter's right under this agreement to specify safety measures, including stopping Permittee's work.

POTLATCH CORPORATION

9/8/94
Date

Norman Linton
Norman Linton
St. Joe Area Manager

FEDERAL HIGHWAY ADMINISTRATION

9/2/94
Date

By: Scott Buntay
For Title: J.N. Hall
Division Engineer

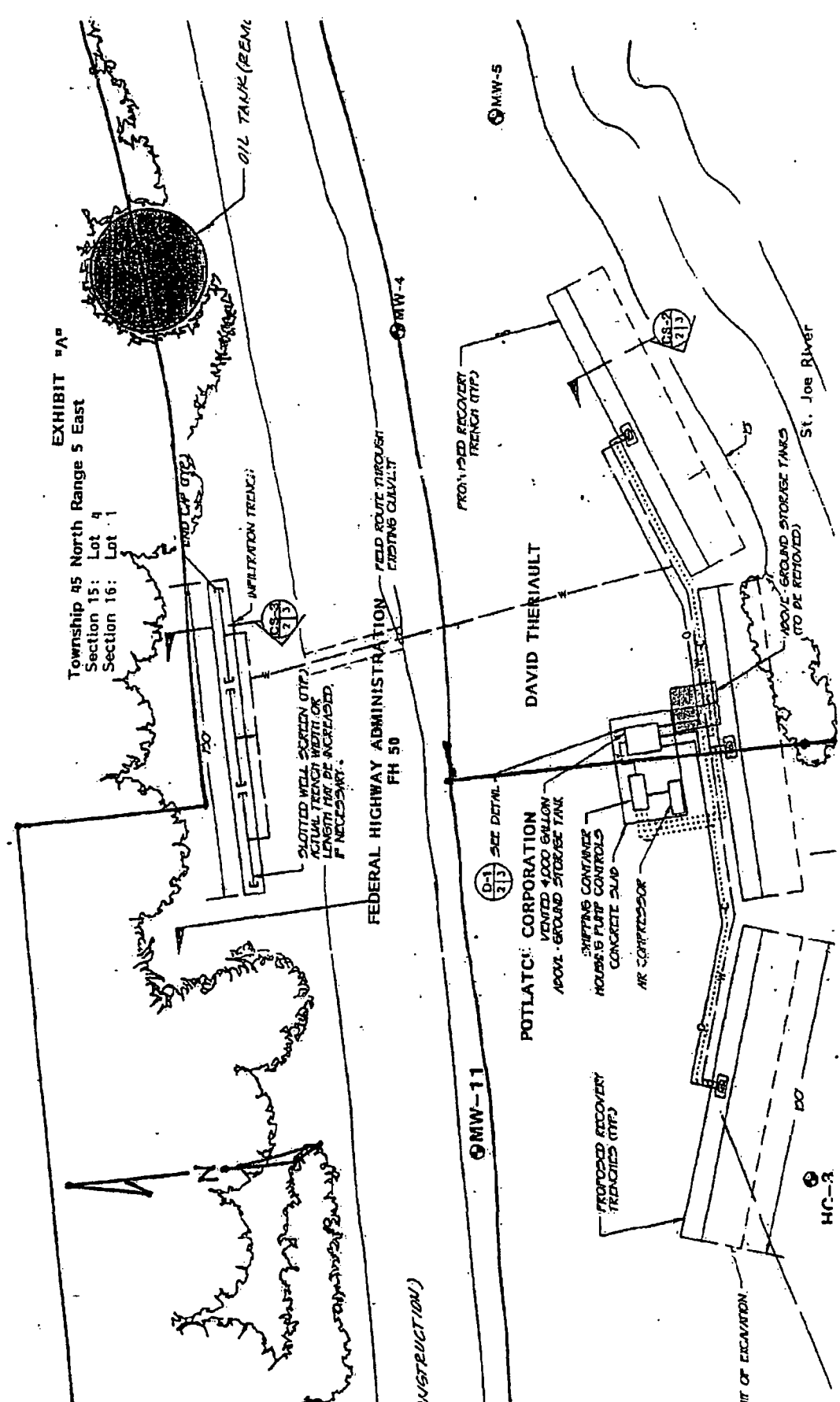


EXHIBIT "A"
 Township 45 North Range 5 East
 Section 15: Lot 4
 Section 16: Lot 1

INSTRUCTION)

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POTLATCH CORPORATION

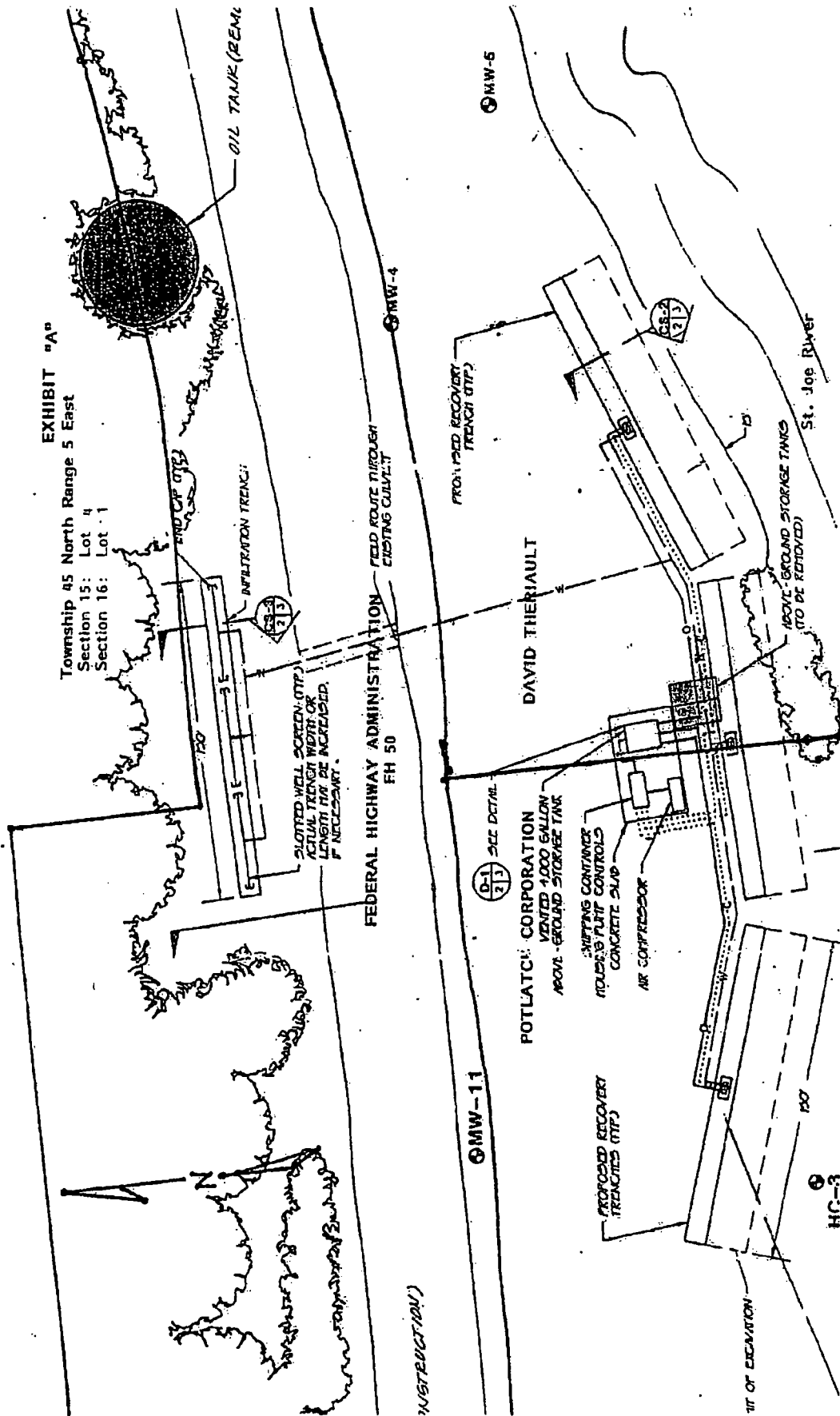
9/8/94
DateNorman Linton
Norman Linton
St. Joe Area Manager

FEDERAL HIGHWAY ADMINISTRATION

9/2/94
DateBy: Scott Gustaf
For Title: J.N. Hall
Division Engineer

EXHIBIT "A"

Township 45 North Range 5 East
 Section 15: Lot 4
 Section 16: Lot 1



INSTRUCTION

Westlaw Attached Printing Summary Report for RICHINS,ADAM J 6302077

Your Search:	"6-803" and "in concert"
Date/Time of Request:	Tuesday, January 08, 2008 14:52:00 Central
Client Identifier:	0025780-00049
Database:	ID-CS-ALL
Citation Text:	Slip Copy
Lines:	538
Documents:	1
Images:	0

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